

**REMARKS**

Claims 1-9 and 11-17 are pending in this application. By this Amendment, claims 1, 2 and 11 are amended, and claim 10 is canceled without prejudice to, or disclaimer of, the subject matter recited therein. Support for amended claim 1 can be found at least in original claim 10 and Fig. 6. Support for amended claims 2 and 11 can be found at least in original claim 1. Thus, no new matter is added. Reconsideration and prompt allowance of this application are respectfully requested.

**I. Allowable Subject Matter**

Applicants appreciate the indication that claims 2, 3, 11 and 12 contain allowable subject matter. By this amendment, claims 2 and 11 are amended into independent form and are, therefore, allowable.

**II. 35 U.S.C. §112 Rejection**

The Office Action rejects claims 1-17 under 35 U.S.C. §112, second paragraph, as allegedly being indefinite. By this Amendment, claim 1 is amended responsive to the rejection.

Accordingly, Applicants respectfully request withdrawal of the rejection.

**III. 35 U.S.C. §102 Rejection**

The Office Action rejects claims 1, 3-10, 13-15 and 17 under 35 U.S.C. §102(b) as allegedly being anticipated by U.S. Patent No. 2,964,930 to Aira et al. (hereinafter "Aira"); rejects claims 1, 3-10, 13-15 and 17 under 35 U.S.C. §102(b) as allegedly being anticipated by U.S. Patent No. 5,690,553 to Imanaka et al. (hereinafter "Imanaka"); and rejects claims 1, 3-10 and 13-17 under 35 U.S.C. §102(b) as allegedly being anticipated by U.S. Patent No. 5,101,952 to Saeki et al. (hereinafter "Saeki"). These rejections are respectfully traversed.

**A.     Aira**

Aira fails to disclose "the elastic member being bonded to joining surfaces of the pair of mounting plates," as recited in independent claim 1. In particular, the Office Action alleges that the core 12 of Aira corresponds to the elastic member of claim 1. However, Aira discloses in Fig. 2 that the core is not bound to the cylindrical body portion 10 and further discloses at col. 3, line 3 that the end plates 10' of body portion 10 are merely in contact with the end faces 11 of the core rather than bonded thereto.

Therefore, Aira fails to disclose "the elastic member being bonded to joining surfaces of the pair of mounting plates," as recited by independent claim 1.

Further, Aira also fails to disclose, "wherein the pair of mounting plates are respectively provided with protrusions protruding toward each other in central areas of the joining surfaces or lateral areas of the joining surfaces including the central areas, the lateral areas of the joining surfaces extending in a direction parallel to an axis about which the flanges rotate," as recited in independent claim 1. In particular, Aira shows in Fig. 2 that the cylindrical body portion 10 has joining surfaces that are entirely flat. Thus Aira fails to disclose the above-quoted feature of claim 1. Further, the feature quoted above provides the advantageous effect of making the quantity of elastic material necessary for forming elastic members less than that necessary for forming an elastic member to be held between mounting without protrusions (see para. [0008] of the specification). Aira fails to recognize this important advantage.

Aira also fails to disclose "wherein the elastic member includes a circumferential outer surface which is exposed between the pair of mounting plates, the circumferential outer surface being formed to be bulged outward near the pair of mounting plates and depressed at a middle part of the circumferential outer surface," as recited in independent claim 1. In particular, as can be seen in the figure below, the above-quoted feature of claim 1 provides

the important advantage that when the elastic member held between the mounting plates is applied with torque so as to be compressed, the circumferential outer surface of the elastic member will become flat so that the middle part of the circumferential outer surface does not suffer from tensile stress (see Fig. A below). Aira fails to disclose this feature or recognize the important advantageous effects it provides.

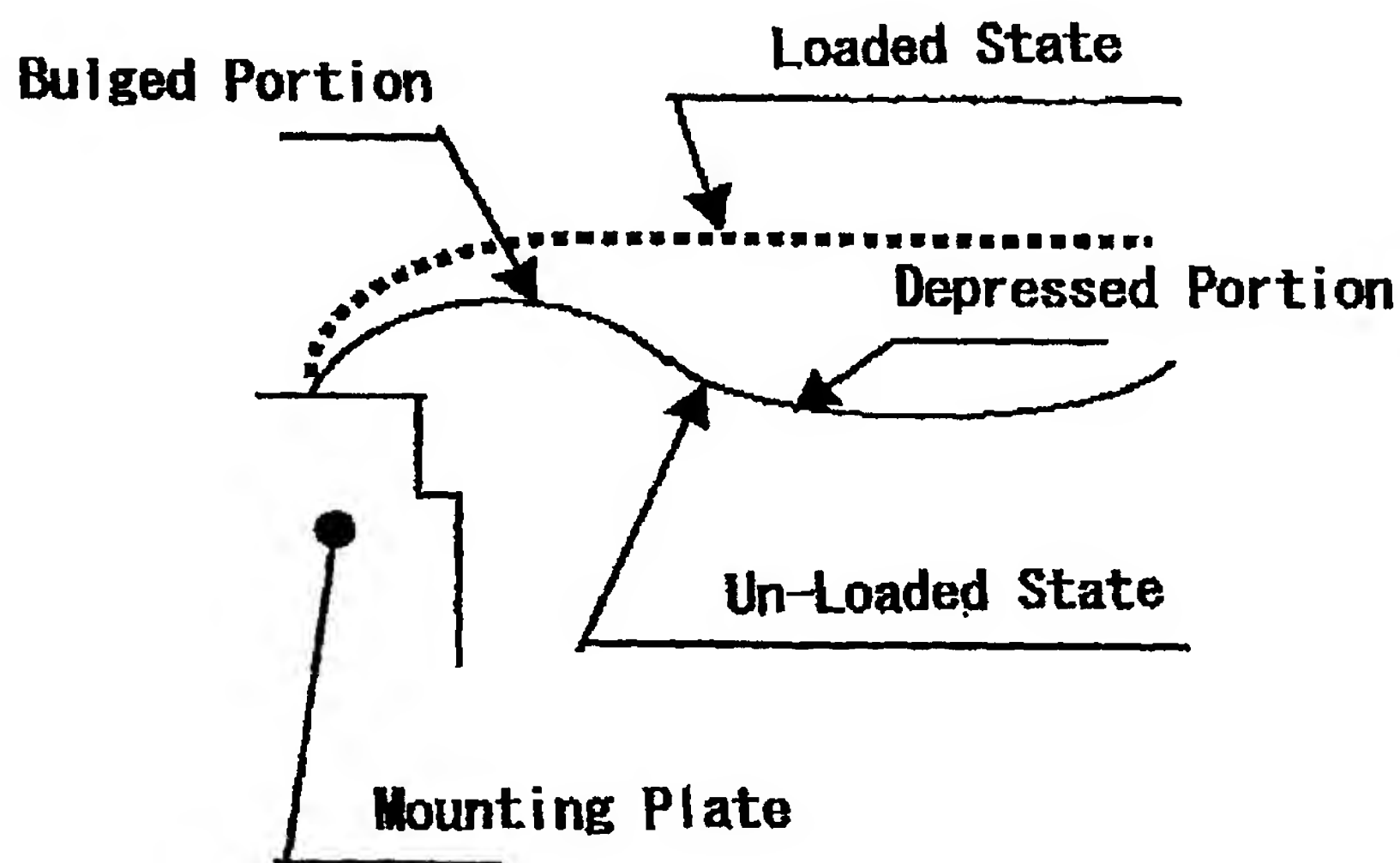


Fig. A

For at least the reasons discussed above, Aira fails to disclose each and every feature of independent claim 1. Therefore, independent claim 1 is patentable over Aira.

#### **B. Imanaka**

Imanaka fails to disclose "the elastic member being bonded to joining surfaces of the pair of mounting plates," as recited in independent claim 1. The Office Action alleges that the rubber element of Imanaka corresponds to the elastic member of claim 1. However, this is incorrect because claim 1 recites that the elastic member is bonded to the joining surfaces of the pair of mounting plates. Imanaka shows in Figs. 8-10, that the rubber element 12 is not bonded to the seat element body 15. Further, Imanaka discloses that frictional force ensures

that the seat elements and the rubber element do not dislocate (col. 7, lines 20-23). As one skilled in the art would recognize, using friction to restrict movement is not equivalent to bonding elements together, because friction will give way to slippage.

Furthermore, Imanaka fails to disclose "wherein the elastic member includes a circumferential outer surface which is exposed between the pair of mounting plates, the circumferential outer surface being formed to be bulged outward near the pair of mounting plates and depressed at a middle part of the circumferential outer surface," as recited in independent claim 1. As was presented in the remarks above concerning Aira, this feature provides distinct advantages that Imanaka fails to disclose or recognize.

Therefore, Imanaka fails to disclose at least the above features of independent claim 1 and, as a result, independent claim 1 is patentable over Imanaka.

**C. Saeki**

Saeki fails to disclose, "wherein the elastic member includes a circumferential outer surface which is exposed between the pair of mounting plates, the circumferential outer surface being formed to be bulged outward near the pair of mounting plates and depressed at a middle part of the circumferential outer surface," as recited in independent claim 1. In particular, the Office Action alleges that the elastic member 22, tapered from wide to narrow in Saeki, corresponds to the elastic member of independent claim 1. However, Saeki is silent regarding the above-quoted feature of independent claim 1, e.g. that the circumferential outer surface is formed to be bulged outward near the pair of mounting plates and depressed at a middle part of the circumferential outer surface. Accordingly, Saeki cannot produce the advantageous effect of independent claim 1 mentioned above. Further, the elastic member of Saeki bulges at the center and the tensile stress is dispersed to the central portion (col. 5, lines 18-20), while the elastic member of the subject application strains uniformly when the elastic member is compressably deformed by compressed force (see subject application, paragraph

[0008]). Therefore, Saeki fails to at least disclose the above feature of independent claim 1 and claim 1 is patentable over Saeki.

\* \* \* \* \*

For at least the above reasons, the applied references, taken alone or in combination, fail to disclose or render obvious the features of independent claim 1.

Accordingly, withdrawal of the rejections is respectfully requested.

**IV. Conclusion**

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 1-17 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



James A. Oliff  
Registration No. 27,075

Eric D. Morehouse  
Registration No. 38,565

JAO:TAP/lmf

Date: February 24, 2009

**OLIFF & BERRIDGE, PLC**  
**P.O. Box 320850**  
**Alexandria, Virginia 22320-4850**  
**Telephone: (703) 836-6400**

<p>DEPOSIT ACCOUNT USE AUTHORIZATION Please grant any extension necessary for entry; Charge any fee due to our Deposit Account No. 15-0461</p>
--